

**PUBLIC SCHOOL PUPILS TRANSPORTATION CONTRACT
INDEPENDENT SCHOOL DISTRICT NO. 881
MAPLE LAKE, MINNESOTA 55358**

This agreement is effective for the 2020-2021 and 2021-2022 school years by and between Independent School District No. 881, Maple Lake, of the County of Wright and the State of Minnesota, hereinafter described as "School District" and M & M Bus Service, Inc., hereinafter described as "bus operator" as follows:

I

1. It is contracted and agreed by and between the said parties that the bus operator shall transport school pupils required to be transported by the school district to and from its designated schools for the period of this contract.
2. The bus operator agrees:
 - a. To furnish chassis and passenger school bus bodies both conforming to all the State and Federal laws and regulations relating to school buses.
 - b. To keep said school buses properly stored so that they will insure proper warmth and comfort for the pupils transported therein, each bus to be equipped with good and sufficient heater.
 - c. To have said buses maintained by qualified mechanics so that they will be at all times in good mechanical condition and kept clean and will, from time to time, add such equipment and safety devices as may be required by any new regulations of the State of Minnesota relating to school buses.
 - d. To establish and enforce regulations for the rules relating to the conduct of such drivers.
 - e. To discharge or replace any drivers violating rules of conduct or not meeting qualifications or such requirements of qualifications as may be established herein in addition thereto.
 - f. To have on hand serviceable standby buses in sufficient numbers to make all trips necessary under this contract so that all normal buses are operating at all times.
3. The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the State Board of Education, State Department of Highways, and the school district presently in effect or now or hereafter adopted and required. Said Agreement shall also be subject to the approval of the State Commissioner of Education as required by law. The owner will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions of any other subdivisions of government and any other regulations relating to the operation contemplated herein.

II

1. The school district agrees to pay the bus operator in consideration and compensation of their obligation for performance under this contract as follows:

REGULAR TRANSPORTATION

2020-2021 expenditure for regular transportation..... \$451,053.91
(Cost calculation: \$451,053.91 x 1.00 = \$451,053.91 paid in nine (9) equal installments)
(Includes Vocational Route)

2021-2022 expenditure for regular transportation..... \$460,074.98
(Cost calculation: \$460,074.98 x 1.00 = \$460,074.98 paid in nine (9) equal installments)
(Includes Vocational Route)

OTHER SERVICES

Extracurricular Trips Bus at \$1.51 per mile during the 2020-2021 school year and \$1.54 per
& Field Trips mile during the 2021-2022 school year, plus a driver fee of \$18.78 per hour during the 2020-2021 school year and \$19.16 per hour during the 2021-2022 school year.

Preschool & Spec. Educ. (Van Utilization) \$1.14 per mile for a van for preschool and special education transportation during the 2020-2021 school year and \$1.16 per mile for the 2021-2022 school year, plus a driver fee of \$18.58 per hour during the 2020-2021 school year and \$18.95 per hour during the 2021-2022 school year.

Van Usage \$1.14 per mile for a van for extracurricular activities transportation during the 2020-2021 school year and \$1.16 per mile for the 2021-2022 school year, plus a driver fee of \$18.78 per hour during the 2020-2021 school year and \$19.16 per hour during the 2021-2022 school year.

Minimum Charge: Bus \$52.24 in 2020-2021 and \$53.29 in 2021-2022
Van..... \$26.12 in 2020-2021 and \$26.64 in 2021-2022

Handicapped Services \$2.84 per mile and \$22.64 per hour for Handicapped Services
Lift Bus Required when a lift bus is required for special education transportation during the 2020-2021 school year and \$2.89 per mile and \$23.10 per hour for Handicapped Service when a lift bus is required for the 2021-2022 school year.

St. Timothy's Shuttles \$18.27 in the 2020-2021 school year and \$18.63 in the 2021-2022 school year.

- Open Enrolled Students**
1. The "Bus Operator" has the authority to review and approve transportation requests made by families living outside the district borders if the family residence provides for a safe stop and turn around.
 2. The "Bus Operator" will bill the "School District" \$282.60 per 'new' nonresident student during the 2020-2021 school year and \$288.25 per 'new' nonresident student during the 2021-2022 school year.

2. Fuel Cost Adjustment Clause

This agreement shall include a fuel cost adjustment clause to be based on the price of diesel fuel. The base price for the cost of fuel under this clause shall be \$2.49 per gallon for the 2020-2021 and 2021-2022 school years. The cost per gallon paid by the Bus Operator above or below the base price of diesel fuel will result in a corresponding increase or decrease to the School District in the regular monthly transportation cost. The addition of bus routes will be addressed by prorating the additional costs by the current cost for seven (7) morning and afternoon bus routes.

Van usage at \$1.14 per mile during the 2020-2021 school year and \$1.16 per mile during the 2021-2022 school year shall include a fuel cost adjustment in which the School District pays for gasoline costs that exceeds \$2.49 per gallon for the 2020-2021 and 2021-2022 school years when used on trips pre-approved in writing by administration of the School District.

The price of fuel is to be determined by the actual cost paid by the bus operator and submitted to the School District for review. The School District reserves the right for its representative to check area fuel prices effective on the date of purchase and to substitute such price for the one submitted by the bus operator.

III

Contractor shall obtain and keep in force at its own cost a policy of insurance in which Independent School District No. 881 shall be named as an additional insured, insuring its liability against personal injury or death of any and all persons and against property damage arising under this contract. Said policy of insurance shall provide coverage in a sum not less than \$9,000,000.00 for the personal injury or death of one person, and in a sum of not less than \$9,000,000.00 for the personal injury or death of all persons if more than one arises from an accident, and in a sum not less than \$9,000,000.00 for property damage of all persons whose property is damaged in one accident. Contractor shall furnish the Board with a certificate of insurance prior to the start of each school year from the company issuing said policy of insurance showing it is in force and stating the terms and conditions thereof.

IV

The terms and conditions of the Agreement are based on a transportation schedule for 173 days of student transportation service per year.

This Agreement shall remain in full force and effect for the period commencing on July 1, 2020 through June 30, 2022, and thereafter until modifications are made.

V

The specifications and general conditions relating hereto are included herein and made a part of this contract by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

M & M BUS SERVICE, INC.

INDEPENDENT SCHOOL DIST. 881

BY _____
OWNER

BY _____
CHAIR

BY _____
OWNER

BY _____
CLERK

DATED _____ Day of _____, 2020

DATED _____ Day of _____, 2020